

1 Honorable Lonny R. Suko
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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

9 ABRAHAM GUERRERO,

10 Plaintiff,

No. 15-cv-03060LRS

11 STIPULATED PROTECTIVE ORDER

12 v.

13 WAL-MART STORES, INC., a For-
Profit Corporation,

14 Defendant.

15 Defendant in the above-captioned lawsuit possesses information related to the
16 subject matter of this action that is confidential and the parties recognize that in the
17 course of discovery proceedings it may be necessary to disclose such information.
18 The parties agree that such confidential information is properly usable by other parties
19 solely in connection with these proceedings and wish to ensure that all such
20 information shall be kept confidential and shall not be used for any purpose other than
21 the proceedings in this case. Accordingly, pursuant to Federal Rule of Civil
22 Procedure 26(c), to protect the trade secrets and confidential business information of
23 Defendant, the parties to this action, by and through their respective counsel, hereby
24 stipulate to the following protective order ("Protective Order") for the protection of
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1 confidential information, documents, and other things produced or given as part of the
2 disclosure, discovery or litigation process.

3 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

4 1. When used in this Order, the word "documents" means all written,
5 recorded electronic or graphic matter whatsoever, however created and whatever the
6 medium on which it was produced or reproduced.

7 2. "Confidential Information," as used herein, means:

8 (a) Business information of a proprietary or confidential kind or character; **and**

9 (b) that is produced or disclosed in response to interrogatories, requests for
10 production or documents or tangible things, subpoenas, questioning at depositions or
11 other testimony, or otherwise in connection with responses to demands for discovery;

12 **and**

13 (c) that is designated as "Confidential" and in accordance with this Stipulation
14 and Protective Order. In designating information as "Confidential", a party will make
15 such designation only as to that information that in good faith it believes contains
16 confidential information entitled to the disclosure limitations provided by this
17 Protective Order.

18 3. The parties and their counsel shall not use the Confidential Information
19 provided to them for any purpose other than this lawsuit, or any of its appeals,
20 obtained pursuant to discovery in the above-entitled action.

21 4. The Confidential Information produced under this Stipulated Protective
22 Order may be reviewed only by:

23 A. The parties;
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1 B. The attorneys in this case for the party receiving the information and
2 their regularly employed staff including secretaries, legal assistants,
3 paralegals and legal copy services;

4 C. Court Reporters should the confidential information be marked as a
5 deposition exhibit or otherwise produced in a deposition.

6 D. Experts retained by the parties as consulting experts or testifying
7 experts.

8 E. As to the parties and their counsel, they will be bound by and will honor
9 all conditions and provisions of this Stipulation and Protective Order.
10 They will provide the persons, described in D, with a copy of this
11 Stipulation and Protective Order and require them to agree to comply
12 with its terms and have them sign Exhibit A, attached, Agreement to Be
13 Bound by Protective Order.

14 F. Any witness who is an employee or former employee of Wal-Mart may
15 be questioned about the Confidential Information during his or her
16 deposition.

17 G. Any confidential document may be raised or discussed in the Courtroom
18 subject to such rulings as the Court may direct regarding such
19 documents.

20 5. Any person not listed in paragraph 4 is precluded from access to the
21 Confidential Information. The parties, and their counsel, and the other individuals
22 identified in paragraph 4 who receive Confidential Information are precluded from
23 sharing the substance or content of the Confidential Information with any other
24 individuals or entities. To prevent unnecessary disclosure the parties agree that no
25 non-party fact witnesses may attend depositions as observers.

1 6 Designations of information as "Confidential" shall be made as follows:

2 (a) In the case of documents produced by a party, or in a party's
3 written responses to discovery requests, by informing the opposing party in writing
4 that the documents are designated Confidential **or** by conspicuously stamping page
5 containing such information with the appropriate designation except that where the
6 whole of a document contains Confidential Information the designation on the first
7 page of the document is sufficient;

8 (b) In the case of documents produced by nonparties, by providing a
9 notice in writing to all other parties so identifying such documents within ten (10)
10 business days after receiving copies of such produced documents;

11 (c) In the case of deposition testimony, by a statement on the record at
12 or reasonably near the time of such testimony. A party may also designate deposition
13 testimony as "Confidential" within ten (10) days of receipt of the written transcript of
14 such testimony.

15 (d) In producing original files and records for inspection, no marking
16 need be made by the producing party in advance of the inspection. Thereafter, upon
17 selection of specified documents for copying by the inspection party, the producing
18 party shall mark as "Confidential" the copies of such documents as may contain
19 Confidential Information at the time the copies are produced to the inspecting party **or**
20 may inform the other party in writing which documents are confidential.

21 (e) Subject to the future terms of a formal agreement between the
22 parties concerning the reasonable scope and parameters of electronic discovery, to the
23 extent such information exists, in producing non-paper media (e.g., audiotape,
24 computer disks, devices, etc.), the outside of the medium or its container, if any, shall
25 be conspicuously marked with the proper designation. Documents on non-paper

1 media shall be marked, when possible, manual electronically-applied “Confidential”
2 designations as set forth in (a).

3 (f) A non-party may claim the protection of this Protective Order for
4 Confidential Information that it provides pursuant to discovery demands in this action
5 by designating such information in accordance with the provisions of this Paragraph
6 of this Protective Order.

7 7. Except as provided in this paragraph, the Confidential Information shall
8 not be filed by the parties as public record with the court, unless 8 days advance
9 notice is given to the designating party’s counsel. The party asserting any
10 confidentiality right under this Order hereby consents that the date for hearing on any
11 motion in which the other party seeks to use Confidential Information may be
12 extended, upon that party's request, to allow for the notice provision stated herein.

13 8. Nothing in this Stipulated Protective Order shall prejudice or preclude
14 any party from applying to the court for additional or different protective relief in
15 respect of the Confidential Information, should the need arise during this litigation,
16 nor shall anything in this Stipulated Protective Order preclude or prevent any party
17 from seeking relief from the court pursuant to the terms of this Protective Order or in
18 respect of other discovery requests. This Protective Order does not affect or alter a
19 party’s rights to refuse to produce information properly subject to the attorney-client
20 privilege or attorney work-product doctrine, or otherwise object to, and seek relief
21 from, another party’s discovery requests.

22 9. Nothing herein shall prevent disclosure beyond the terms of this Order if
23 each party designating the information as “Confidential” consents to such disclosure

24 10. The provisions of this Order shall not terminate at the conclusion of this
25 litigation. The confidential information shall be returned to counsel for the party

1 providing it or destroyed within thirty (30) days following completion of this lawsuit,
2 including any appellate review.

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4 Dated: December 8, 2015

/s/ Favian Valencia

Favian Valencia, WSBA No. 43802
favian@sunlightlaw.com
SUNLIGHT LAW, PLLC
402 E Yakima Avenue, Suite 730
Yakima, WA 98901
Phone: 800-307-1261
Fax: 509-388-0260
Of Attorneys for Plaintiff

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11 Dated: December 8, 2015

/s/ Erin J. Varriano

One of the Attorneys for Defendant Wal-Mart Stores, Inc.
Erin J. Varriano, WSBA #40572
evarriano@wshblaw.com
Wood, Smith, Henning & Berman LLP
520 Pike Street, Suite 1525
Seattle, WA 98101
Telephone: (206) 204-6812
Of Attorneys for Defendant Wal-Mart Stores, Inc.

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ORDER

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Based on the foregoing stipulation, IT IS SO ORDERED.

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DONE IN OPEN COURT this 15th day of December, 2015.

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s/Lonny R. Suko

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Lonny R. Suko
Senior U.S. District Court Judge

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2 **Exhibit A**
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5 **Agreement To Be Bound By Protective Order**
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8 I, the undersigned, hereby certify I have read the attached Stipulated Protective
9 Order entered in *Guerrero v. Wal-Mart Stores, Inc.*, I understand that Confidential
10 Material is being provided to me pursuant to the terms of this Stipulated Protective
11 Order. I understand the terms of this Stipulated Protective Order. I agree to be bound
12 by such terms and to submit to the personal jurisdiction of the United States District
13 Court for the Eastern District of Washington with respect to any proceeding related to
14 the enforcement of this Stipulated Protective Order, including any proceedings related
15 to contempt of Court. I will not disclose Confidential Material to anyone other than
16 persons specifically authorized by the Order or use the Confidential Material for any
17 purpose not appropriate or necessary to my participation in this case. I will maintain
18 all such Confidential Material including copies, notes, or other transcriptions made
19 therefrom in a secure manner to prevent unauthorized access to it. I will return the
20 Confidential Material including copies, notes, or other transcriptions made therefrom
21 to the counsel from whom I received such materials.
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24 I certify that I am not engaged in business as a competitor of any person or
25 entity currently a party to this action. If, at any time after I execute this Consultant
Certification and during the pendency of the Action, I become engaged in business as
or for a competitor of any person or entity currently a party to this action, I will
promptly inform the attorneys for the party who retained me in this action, and I will
not thereafter review any Covered Matter marked "CONFIDENTIAL" or

1 "CONFIDENTIAL – ATTORNEYS' EYES ONLY" unless and until the Court in the
2 action orders otherwise.

3 I declare under penalty of perjury that the foregoing is true and correct.

4 Name of Individual: _____

5 Company or Firm: _____

6 Address: _____

7 Telephone No.: _____

8 Relationship to this action and its parties:
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13 Dated: _____ Signature _____
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